

Exhibit “A”



Interplane usa

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RELEASE & WAIVER

InPlaneUSA@aol.com

The undersigned releasor is desirous to ride, fly and otherwise operate a motorized ultralight vehicle or "aircraft", and in order to be permitted to ride, fly and otherwise operate such ultralight vehicle or "aircraft", he is willing to take upon himself, and release all others from, the full responsibility for any and all injuries, losses and damages which may occur to or be inflicted upon himself or his property, or the property or person of any other individual or entity, including the owner of such ultralight vehicle or "aircraft", and the undersigned releasor fully understands that any instructions which are given to him concerning the operation of such ultralight vehicle or "aircraft" and any permission to ride, fly or otherwise operate such "aircraft", have been undertaken and permitted ONLY because of his willingness to waive and release the claims and rights mentioned in this document.

In consideration of the permission granted to him to ride, fly and otherwise operate such ultralight vehicle or "aircraft", and the instructions relating thereto, the undersigned releasor unconditionally agrees as follows:

1. He hereby waives and releases any and all claims, rights and/or causes of action which he now has or may have against: (a.) Any person(s), firm or corporation who provided materials, or parts, be they unassembled, partially, or completely assembled, which constitute the ultralight vehicle or "aircraft", or (b.) Any person(s), firm or corporation selling, providing, or mixing fuel, oil and lubricants, or (c.) An person(s), firm or corporation selling or operating the aforementioned ultralight vehicle or "aircraft", or (d.) Any person(s), firm or corporation providing basic or advanced ground school and/or flight instruction, or instruction of any kind, or (e.) Any person(s), firm or corporation providing certification for any instructor, or (f.) Any person(s), firm or corporation providing facilities, space or land, airport or airpark, for operating the aforementioned ultralight vehicle or "aircraft", for any and all injuries, losses or damages which may occur to or be inflicted upon himself or his property, which relate to, or which may, in any way, arise out of (1.) Any attempt by him, whether successful or not, to ride, fly or otherwise operate the heretofore mentioned ultralight vehicle or "aircraft", and (2.), Any instruction provided by him concerning such activity.
2. He hereby indemnifies and holds harmless those persons, firms or corporations mentioned above from any and all damages to the person or property of any individual or entity, which arise out of his operation or attempted operation of the herein above mentioned ultralight vehicle or "aircraft". He agrees to pay, immediately, for any and all accidental damages, including any court costs and/or attorney fees, if incurred.
3. He acknowledges that he is in good physical condition, is physically able to operate the herein above mentioned ultralight vehicle or "aircraft", and has become sufficiently familiar with its characteristics and its operation, so that he is willing to undertake the operation of the same at his own risk.
4. He acknowledges that he is fully aware this flight involves travel in three dimensions and that such activity is subject to mishap, injury, and possibly even death.
5. He acknowledges that no warranties, either expressed or implied, have been given him concerning the safety of the flight, nor the fitness of the aircraft, and that the flight is attempted solely at his own risk.
6. He is over eighteen (18) years of age, and if married, has executed this document on behalf of himself, his wife and the marital community which they comprise.
7. The contents of this document shall be forever binding upon the releasor, his dependents, parents or legal guardians, heirs, personal representatives and his estate.
8. He has read this entire document, understands its contents, knows of the truthfulness thereof, and has been provided with a copy of the same.
9. If under 18 years of age, approval and signature of parent or legal guardian is required.
10. Signature of spouse necessary for training program.

IN WITNESS OF MY AGREEMENT to the foregoing, I execute this document on this 5 day of 3 ²⁰⁰⁰, 1999.

Printed name and address of Releasor:

FRAN SIMEONE

301 POSEY MILL RD

OXFORD PA 19830

Phone 610-869-0204

Frances Simeone
Signature of Releasor

Signature of Spouse Parent or Guardian

Ben H. Danner
Witness to Signature

Notary

My commission expires _____